

**ARTICLES OF AGREEMENT FOR EMPLOYMENT OF SEAFARERS**




(Please fill up in capital letters in black ballpoint or by computer)

Online Submission No:

Dated: 03 APR 2018

This agreement is made between shipowners / shipowner's agent and seafarer as detailed below in accordance with collective bargaining agreement-sector wise, indicated below and M.S. Act 1958, (as amendment) & regulation 2.1 of Maritime Labour Convention 2006, & as per terms and conditions stated overleaf:

I.	Applicable recognized Collective Bargaining Agreement			
	1. NMB (INDIA):	2. INSA-MUI:	3. Others:	
	Note: i) Tick applicable CBA ii) specify CBA details for others iii) Also refer clause: 6 of terms & conditions			
II.	Details of Ship owner		4. Postal address & e-mail: SHIPPING HOUSE, MADAME CAMA ROAD, NARIMAN POINT, MUMBAI, INDIA Philip.mathews@sci.com	
	1. Name: THE SHIPPING CORPORATION OF INDIA			
	2. Telephone / Fax no: 02222843331			
	3. Contact Person: CAPT PHILIP MATHEW			
III.	Details of Ship owner's / Agent			
	1. Name: Nautilus Shipping India Pvt Ltd		5. Postal address & e-mail:	
	2. RPSL No: RPSL/CHN/012 valid Till: 16/12/2018		2nd Floor, Sai Building, New No 79/1, Old No 62/1, Lloyds Road, Royapettah, Chennai-600014	
	3. Telephone / Fax no: 91 44 28471230		nautilus@nautilusshipping.com	
	4. Contact Person: AJAY KRISHANMANI			
IV	Details of Ship: (Place of work)			
	1. Name: P.T. VENUGOPAL	3. Official no.: 3786	6. G.T.: 1900	8. Trade & area of operation:
	2. Port of registry: MUMBAI	4. IMO no.: 9576399	7. Power (Kw / BHP):	
	5. Crew including Master: 23			
V	Details of seafarers:			
	1. Name: PRASANTH KUNKAN VEETIL		5. Communication Details: Postal address- PRAYAG, P.O. TEMPLE GATE, KANNUR, KERALA	
	2. Nationality: INDIAN		PIN: 670102	
	3. Date & Place of birth: TEMPLE GATE, KERALA		E-mail: seakerala@yahoo.com	
	4. INDOS No: 06ZL8376		Tel. No: Mobile: 9895224824	
	6. CDC No: MUM145589		7. Passport No: M1372718	
	Place of Issue: MUMBAI		Place of Issue: KOZHIKODE	
	Issue Date: 19 APR 17		Issue Date: 21 AUG 14	
	Expiry Date: 18 APR 27		Expiry Date: 20 AUG 24	
	8. Next of Kin (KOK):		8 a. NOK's Postal Address:	
	Name: MAYA P.V		PRAYAG, P.O. TEMPLE GATE, KANNUR, KERALA	
	Relationship: WIFE		PIN: 670102	
	E-mail:			
	Tel No: 0490 2355660		Mobile: 9895224824	
	9. Details of competency certificates:		10. Details of special ship type endorsement (if applicable):	
	COC grade / no: 95U 0818		Type of endorsement: NA	
	Place of Issue: MUMBAI		Level / Certificate no:	
	Date of Issue: 05 APR 2017		Place of Issue:	
	Date of Expiry: 19 FEB 2022		Date of issue:	
	Limitations (if any):		Date of Expiry:	
	11. Details of Medical certificate:			
	Issuing Authority - BHATIA MEDICAL CENTRE		Approval No. 6024	
			Expiry Date: 28 MAR 19	
VI	Details of employment:			
	1. Capacity / Rank employed: SECONG ENGINEER		7. Monthly Allotment Availed (Yes/No): If Yes fill the following NA	
	2. Engagement Period: 2 MONTHS		Allotment Amount in Rs.:	
	3. Paid Annual leave/Month: Days (Minimum of 2.5 days)		No of Months:	
	4. Hours of Rest: 77 Hours (Minimum of 77 hours per week)		Name of Beneficiary:	
	5. Amount of monthly basic wages RS22,230 . and emoluments as applicable		Relationship:	
	6. Rate of monthly PF: NA		Address:	
	8. Rate of monthly gratuity: NA		Phone No:	
	9. Total PF contribution due at the time of sign off:		Mobile No:	
	10. Total Gratuity (SWFS) due at the time of sign off:			
	11. Reasons for Sign off:		Paid off on Date:	
			Place:	

12. Means of payment of wages at the time of sign off:			
By DD		By Bank transfer	By Cash
13. Repatriation Details:			
i) On expiry of contract:		ii) On medical grounds:	
iii) Others (See note 7)			
VII	Additional term & condition of Employment (where applicable)		
(Any additional Employment Condition shall be not be less than that provided in the recognized CBA)			
VII	Confirmation of the Agreement by the seafarer.		
I confirm that I have freely entered this agreement with sufficient understanding of my rights and responsibilities, and I have given an opportunity to review and seek advice on the agreement before signing and entering into this agreement voluntary			
IX	Confirmation of the ship owner or ship owners agent		
I confirm that the seafarer has been informed of their rights and duties under this agreement prior to or in the process of the seafarer's engagement on the vessel.			
X	Signature:		
1. Signature with date & stamp of shipowner/shipowner's agent:		2. Signature of seafarer with date:	
1 Signed-on ashore:	2 Signed-off ashore:	1 Signed-on ashore:	3 Signed-on ship:
  Place: MUMBAI Date: 03-04-2018	Place: Date:	 Place: MUMBAI Date: 3/4/18	Place : Date:
		2 Signed-off from ship:	4 Signed-off ashore:
		Place : Date :	Place : Date :
3. Signature with date & stamp of master:		12. Signature with date & stamp of shipping master:	
1 Signed-on ship:	2 Signed-off from ship:	1 On receipt of record of commencing employment:	2 On receipt of record of concluding employment:
Place: Date:	Place: Date:	Place: Date:	Place: Date:
5. Remarks (if any) with signature & date by ship owner / ship owner agent / shipping master / :			

Annexure of Articles of agreement for employment of seafarer
Contractual clauses/terms and conditions

1. This agreement between shipowner or shipowner's agent and the seafarer is subject to the condition that the seafarer will serve in capacity/rank on wages as indicated with other terms of employment and service conditions as per the relevant collective bargaining agreement sector-wise as applicable.
2. It is hereby agreed that the said seafarer will be supplied with provisions not less than what is provided in the scale of provision under section 101 (2) (g) of the Merchant Shipping Act, 1958 (44 of 1958) or as applicable under collective bargaining agreement, whichever is higher.
3. It is agreed that the rights, duties and the terms of employment of seafarers and the obligations of shipowners shall be governed by applicable collective bargaining agreement/the provisions of MLC, 2006, Merchant Shipping Act 1958, the rules/notices/circulars/orders made there under except which are specifically mentioned in DGS order No. 7 of 2002 & DGS Order 4 of 2013.
4. Master shall keep on board a copy of applicable collective bargaining agreement/the provisions MLC, 2006, Merchant Shipping Act 1958, the rules/notices/circulars/orders. These documents should be made available to seafarers working on the vessel, their lawful representatives and other legitimate authorities for their perusal at any reasonable time.
5. The terms and conditions of the agreement, if other than the recognized CBA and company specific/any bilateral, entered into, shall be at least equivalent to the recognized CBA (NMB (INDIA)/INSA-MUI) agreements.
6. In relation to an individual seaman, this agreement may be terminated –
 1. by mutual consent;
 2. if medical evidence indicates that a seaman is incapable of continuing to perform his duties by reason of illness or injury;
 3. if a seaman is absent without leave at a time fixed for sailing; or
 4. if in the opinion of the master, continued employment of the seaman is likely to endanger the vessel or any person on board.
7. The repatriation of the seafarers shall be at no cost to seafarers; on conditions mentioned in clause VI (13) of the article of agreement. The provision under 'others include, compassionate ground in case of death or serious illness of immediate family members of the seafarer (parents, spouse and children).
8. The complaint procedures, dispute redressal procedures, provision of health and social security benefits shall be as per the applicable rules and notices in force.
9. A record of the seafarer's employment on board should be given to him upon discharge from the ship.
10. The five original and three photocopies will ultimately remain with persons/bodies as detailed below:

1. Master on board the ship	1/5
2. Seafarer	2/5
3. Shipping Master (on concluding employment and settlement of wages)	3/5
4. Shipowner/Shipowner's agent – photocopy of 3/5 and	4/5
5. Shipping Master on commencing employment	5/5
6. SPFO (Seamen's Provident Fund Orgn.) on concluding employment-Photocopy	3/5
7. SWFS (Seafarers' Welfare Fund Society) on concluding employment-Photocopy	3/5
8. Employer/Employer's Agent-Photocopy	3/5
11. This shall be uploaded in the DGS website online immediately before submission as aforesaid.

Authorised Signatory of the company



Seafarer's Signature